

AGREEMENT

This Agreement is entered into this 14th day of December, 2004, by and between Leon County, Florida, a charter county and a political subdivision of the State of Florida, hereinafter "County," and PBS&J, hereinafter "Contractor".

WITNESSETH

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, County and Contractor do hereby agree as follows:

1. County and Contractor entered into an Agreement dated July 13, 2004 between County and Contractor, which Agreement allows for changes to be made to the agreement with prior written agreement signed by the parties thereto, the parties hereby agree to amend the Agreement with the attached Scope of Services.
2. The total cost of this Agreement will be \$643,183.00 to include an additional \$544,000 for the revised Scope of Services.
3. All other provisions of the (date of agreement) Agreement remain in full force and effect.
4. This agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories.

CONTRACTOR

WITNESS: _____

BY: _____
 President

WITNESS: _____

DATE: _____

(CORPORATE SEAL)

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____.

By _____, of _____,
 (Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.
 (State or place of incorporation)

He/she is personally known to me or has produced _____ as
 (type of identification)

 Signature of Notary

 Print, Type or Stamp Name of Notary

 Title or Rank

 Serial Number, If Any

**Agreement between Leon County, Florida and
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LEON COUNTY, FLORIDA

BY: _____
Cliff Thael, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

**Amended Scope of Services
Engineering Design Services
Municipal Sewer System and Other Improvements
Killearn Lakes Units 1 and 2**

Base Project:

Leon County (the County) proposes to construct a project to provide a municipal grade sewage collection system for the residential subdivisions known as Killearn Lakes Units 1 and 2 and to provide for the conveyance of the collected sewage flows to a treatment facility owned and operated by a local sewer utility provider (Provider). Further, the County proposes to negotiate an agreement with a Provider to own and operate said sewage collection system and to provide treatment and disposal services in support of the completed collection system.

Consultant acknowledges that time is of the essence in the completion of these services, and will endeavor to provide the services within Consultant's control in a manner such that the construction of the project can be completed by July 2006 or as soon thereafter as possible.

Scope of Services

The Consultant shall provide all necessary professional, technical and design services necessary to provide such drawings, plans, specifications, permits and other documents as may be necessary for the Project.

The COUNTY shall designate a person to act as COUNTY's representative with respect to coordinating the work to be performed under this Agreement who shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions. COUNTY shall pay all filing and approval or permit fees, printing costs for approvals and or permits.

A. Study and Report Phase

The Consultant's services under the Study and Report Phase were considered complete on the date when the final copies of the revised report were delivered to the COUNTY. The scope and fees for completion of the design of the project have been negotiated with the Consultant on the basis of the information developed during this Study and Report Phase.

The following amended Scope is for design, bidding, and construction services for a low-pressure sewer system in Killearn Lakes Units 1 and 2.

B. Preliminary Design Phase

After acceptance by the County of the revised and final Report, and upon written authorization from the County, the Consultant shall:

1. On the basis of the revised and final Report, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Continue to assist the County in negotiations with a local utility provider to identify the Provider for the project who will own and operate the completed collection and conveyance system and provide treatment and disposal.
3. When the Provider has been identified for the project the Consultant will thence forth coordinate design with the Provider to insure that the Provider's design and construction standards are adhered to.
4. Provide limited field surveys and topographic and utility mapping for design purposes. It is assumed that the design will be accomplished with existing LIDAR data and a full ground survey is not included and that only spot checking of the LIDAR data will be required.
5. Advise the County if additional reports, data, information or services which are not included in this contract are necessary and assist the County in obtaining such reports, data, information or services.

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Killearn Lakes Units 1 and 2**

6. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Construction Cost and any adjustments to the Total Project Costs known to the Consultant.
7. Furnish the Preliminary Design Phase documents to and review with the County.
8. Furnish five (5) final copies of the Preliminary Design Phase documents and the revised opinion of probable Construction Costs to the County within the time period negotiated between Consultant and County for performance of these services.
9. The Consultant's services under the Preliminary Design Phase will be considered complete on the date when the final copies of the Preliminary Design Phase documents have been delivered to the County.

C. Final Design Phase

After acceptance by the County of the Preliminary Design Phase documents and the revised opinion of probable Construction Costs, and upon written authorization from the County, the Consultant shall:

1. On the basis of the Preliminary Design Phase documents and the revised opinion of probable Construction Costs, prepare final Drawings and Specifications indicating the scope, extent and character of the Work to be performed and furnished by a Contractor.
2. Provide technical criteria, written descriptions, and design data for the County's use in filing for applications for permits from or approvals of governmental authorities having jurisdiction to review and approve the final design of the Project and assist the County in consultations with appropriate authorities.
3. Advise the County of any adjustments in the opinion of probable Construction Costs and any adjustments to the Total Project Costs known to the Consultant.
4. Prepare and furnish Bidding Documents for review and approval by the County, its legal counsel, and other advisors, as appropriate, and assist the County in the preparation of other related documents.
5. Submit 5 final copies of the Bidding Documents and a revised opinion of probable Construction Costs to the County within the time period negotiated between Consultant and County for performance of these services.
6. The Consultant shall prepare the appropriate permit applications for Leon County, FDOT, and FDEP for submittal by the County. The County shall pay all permit fees.
7. The Consultant's services under the Final Design Phase will be considered complete on the date when the Bidding Documents and a revised opinion of probable Construction Costs have been delivered to the County.

D. Bidding Phase

After acceptance by the County of the Bidding Documents and a revised opinion of probable Construction Costs, and upon written authorization from the County, the Consultant shall:

1. Assist the County in the County's process for requesting Bids for the project and attend pre-Bid Conferences.
2. Issue Addenda as appropriate to clarify, correct or change the Bidding Documents.
3. Attend the Bid opening, prepare Bid tabulation sheets, and assist the County in evaluating Bids or proposals and in awarding contracts for the Work.
4. Assist the County in preparing for construction of the Project, provide construction documents, verify that critical field reference points on which the design is based are readily available for construction and attend pre-Construction conferences

**Amended Scope of Services
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Municipal Sewer System and Other Improvements
Killearn Lakes Units 1 and 2**

5. The Bidding Phase will be considered complete upon the commencement of Construction.

E. Construction Phase

The Consultant will provide Construction Phase services and will maintain familiarity with the progress of the work sufficient to allow the following services to be rendered. Upon written authorization from the County, the Consultant shall:

1. Provide full-time observation on the various stages of construction in order to observe as an experienced and qualified design professional the progress and the quality of the Work. Such visits are not intended to be exhaustive or to extend to every aspect of the Contractor's work but rather are to be limited to spot checking, selective sampling and similar methods of general observation. The Consultant will utilize the information gained to advise the County as to the acceptability of the work observed. Construction observation is assumed to be 40 hours per week for a period up to 52 weeks.
2. Issue necessary clarifications and interpretations when requested to do so by the County.
3. Review change orders and advise the County of their acceptability when requested to do so by the County.
4. Review and indicate the acceptability of shop drawings, proposed substitute materials, test reports, inspection reports or other project related information when asked to do so by the County.
5. Receive and review maintenance and operating instructions, schedules and guarantees for equipment to be incorporated into the Project and advise the County as to their acceptability.
6. Assemble all appropriate maintenance and operating instructions or manuals together with the maintenance schedules and equipment guarantees and submit same to the County at the Final Inspection.
7. Attend formal inspections to generate punch lists of uncompleted work and/or to determine if Substantial Completion or Final Completion have been achieved by the Contractor.
8. The Construction Phase will be considered complete at the conclusion of the Final Inspection for the project.

F. Public Information Assistance

The Consultant will assist the County in conducting a public information program. The Consultant shall:

1. Plan, coordinate, and conduct Pre-Design Public Information Meeting for residents of Killearn Lakes.
2. Plan, coordinate and conduct Pre-Construction Meetings for residents of Killearn Lakes.
3. Provide press releases, newsletter content, and website content.
4. Produce and provide grinder pump station information booklets with instructions and specifications on how to procure, operate and maintain a grinder pump station.

G. Additional Services

1. Advise the County as to the necessity of having additional services performed which are not included in the Consultant's contract. Additional Services must be authorized by COUNTY in writing, in which event Consultant shall perform such services in connection with the Project. Any Additional Services shall be set forth in an amendment to this Agreement, which shall be executed by both parties and which shall be governed by the terms of this Agreement. Services authorized by COUNTY other than those specifically listed above shall be considered additional services. Additional services, which are not included in this Scope, may include, but are not necessarily limited to the following items:

ATTACHMENT # 2
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**Amended Scope of Services
Engineering Design Services
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Killearn Lakes Units 1 and 2**

- 1.1 Detailed field surveys, including Right-of-Way (ROW) and tree surveys.
- 1.2 Detailed lot surveys for individual sewer lateral installation.
- 1.3 Providing services to investigate existing conditions or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by COUNTY.
- 1.4 Preparing documents for out-of-sequence services requested by COUNTY.
- 1.5 Making revisions in drawings, specifications, or other documents, when such revisions are inconsistent with written approvals or instructions previously given, and are due to circumstances beyond the control of PBS&J.
- 1.6 Providing services of professional consultants (i.e., Electrical, Geotechnical, MEP, Structural, Surveying, Urban Forester, etc.) other than those specifically listed.
- 1.7 Habitat Management Plan if required by COUNTY.
- 1.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.
- 1.9 Legal Services
- 1.10 ROW and/or easement acquisition or related services.
- 1.11 Stormwater evaluations, master stormwater plan, or design of stormwater facilities.
- 1.12 Full-time construction observation for more than a 52-week construction period or for more than an average of 40 hours per week.